Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ciphergen Biosystems, Inc.		11/30/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Pall Corporation	
Street Address:	2200 Northern Boulevard	
City:	East Hills	
State/Country:	NEW YORK	
Postal Code:	11548	
Entity Type:	CORPORATION: NEW YORK	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2032546	BIOSEPRA
Registration Number:	1949331	HYPERD
Registration Number:	2931663	HYPERZ
Registration Number:	2234879	PLASMIDEX

CORRESPONDENCE DATA

Fax Number: (516)484-5895

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: mary_harkins@Pall.com

Correspondent Name: Michael J. Forzano

Address Line 1: 2200 Northern Boulevard

Address Line 4: East Hills, NEW YORK 11548

NAME OF SUBMITTER:	Mary Harkins
Signature:	/mary harkins/
Date:	08/25/2005

REEL: 003146 FRAME: 0876

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Total Attachments: 6
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TRADEMARK REEL: 003146 FRAME: 0877

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "<u>Assignment</u>") is made as of this 30th day of November, 2004, by Ciphergen Biosystems, Inc., a corporation organized under the laws of the State of Delaware with its principal office at 6611 Dumbarton Circle, Fremont, California ("<u>Assignor</u>"), in favor of Pall Corporation, a corporation organized under the laws of the State of New York with its principal office at 2200 Northern Boulevard, East Hills, New York ("Assignee").

WHEREAS, Assignor owns all of the trademarks and service marks identified in <u>Schedule 1</u> attached hereto (the "<u>Trademarks</u>");

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks, and all goodwill related to or symbolized by such Trademarks;

WHEREAS, pursuant to the terms and conditions of the Asset Purchase Agreement, dated as of October 27, 2004, between Assignee and Assignor (the "Purchase Agreement"), Assignor is transferring substantially all of the assets of Assignor relating to the Business (as defined in the Purchase Agreement), including all of Assignor's right, title and interest in and to the Trademarks, whether registered or common law, and the United States and foreign trademark applications and trademark registrations therefor, if any, together with the goodwill of the Business symbolized by the Trademarks, to Assignee;

WHEREAS, the parties wish to execute and deliver this Assignment for the purpose of assigning the Trademarks and all goodwill related to or symbolized by such Trademarks from Assignor to Assignee and recording such assignment with the United States Patent and Trademark Office and any relevant non-U.S. patent and trademark offices; and

NOW, THEREFORE, to effect the transactions contemplated by the Purchase Agreement and for U.S. \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Assignment. Assignor hereby sells, conveys, transfers, assigns and sets over to Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor's right, title and interest in and to the Trademarks and the use of such Trademarks, including, without limitation, all of the goodwill associated with or symbolized by the Trademarks, including any registrations and renewals of, applications for and common law rights in the Trademarks, the right to sue for past, present and future infringement or dilution of the Trademarks, the right to assume any licenses connected with the Trademarks and the right to any other claim arising out of or relating to the use and ownership of the Trademarks, and all rights corresponding thereto throughout the world.

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- 2. <u>Further Assurances</u>. Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances as may reasonably be requested by Assignee to obtain the full benefit of this Assignment, including but not limited to Assignor's cooperation in the recordal of the Assignment in the United States and any non-U.S. jurisdictions.
- 3. <u>Successors and Assigns</u>. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- 4. <u>Governing Law</u>. This Assignment shall be governed by the laws of the State of New York (regardless of the laws that might otherwise govern under applicable New York conflict of laws principles) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies.
- 5. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Facsimile counterpart signatures to this Assignment shall be acceptable and binding.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

CIPHERGEN BIOSYSTEMS, INC.

By: Matthew J. Hogan

Name: Matthew J. Hogan Title: Chief Financial Officer

STATE OF

California)

) ss.

COUNTY OF

Santa Clara)

On this 22nd day of November, 2004, there appeared before me Matthew J. Hogan, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the document and who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Ciphergen Biosystems, Inc.

WITNESS my hand and official seal.

Notary Public

NOELLE CALLAWAY
Commission # 1375157
Notary Public - California
Santa Clara County
My Comm. Expires Sep 16 2006

(Seal of Notary)

[SECOND SIGNATURE PAGE FOLLOWS]

PALL CORPORATION

Name. William C. Palmer

Title: Senior Vice President

STATE OF New YORK ss: COUNTY OF Nassau)

On this 30th day of NW., 2004, there appeared before me William C. Palmer, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Pall Corporation.

ALICE CHAPARRO

NOTARY PUBLIC, STATE OF NEW YORK

1.D. # 01CH5067336

Oualified in County of Nassau

My Commission Expires: 10 15 2006

SCHEDULE 1

TRADEMARKS

See Attachment A, annexed hereto.

SSes:		***************************************	***************************************	***************************************
Classes:	10	60	01	01
Status	Registered	Registered	Registered	Abandoned
Reg. No. Reg. Date	21-Jan-1997 Registered	16-Jan-1996 Registered	08-Mar-2005 Registered	23-Mar-1999
Reg. No.	2032546	1949331	2931663	2234879
Filing Date	06-Apr-1994 2032546	11-Dec-1992 1949331	07-Nov-2002 2931663	16-Dec-1996 2234879
Serial No.	74/512036	74/339399	78182931	75213401
Trademark Name	BIOSEPRA	HYPERD	HYPERZ	PLASMIDEX
Country	NS	ns	SN	SN
CaseNumber Country	81810	81812	81813	81814

RECORDED: 08/25/2005

TRADEMARK REEL: 003146 FRAME: 0883